

NO.: NNH-CV-14-6050848-S

ZHAOYIN WANG,
Plaintiff,

v.

BETA PHARMA, INC., DON ZHANG AND
ZHEJIANG BETA PHARMA CO., LTD.,
Defendants.

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SUPERIOR COURT

J.D. OF NEW HAVEN
AT NEW HAVEN

MAY 24, 2016

**CORRECTED EXHIBIT A TO MOTION FOR
PROTECTIVE ORDER FOR MOTION TO DISQUALIFY COUNSEL**

Pursuant to the Court's Order given orally at the hearing on Defendants' Motion for Protective Order [D.E. # 186.00], defendants Beta Pharma, Inc. and Don Zhang hereby file the attached corrected version of Exhibit A to that Motion [see D.E. #187.00]. This corrected version corrects a typographic error in the version of Exhibit A that is attached to that Motion.

DEFENDANTS BETA PHARMA, INC. AND
DON ZHANG,

By: /s/

Michael G. Caldwell (juris no. 421880)
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New Haven, Connecticut 06511
Telephone: (203) 672-1636
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon the following counsel of record by email this 24th day of May, 2016.

Jonathan Katz, Esq.
Jacobs & Dow, LLC
350 Orange Street
New Haven, CT 06511
jkatz@jacobsllaw.com

/s/
Michael G. Caldwell (juris no. 421880)

EXHIBIT A

NO.: NNH-CV-14-6050848-S

ZHAOYIN WANG,	:	SUPERIOR COURT
Plaintiff,	:	
	:	
v.	:	J.D. OF NEW HAVEN
	:	AT NEW HAVEN
BETA PHARMA, INC., DON ZHANG AND	:	
ZHEJIANG BETA PHARMA CO., LTD.,	:	
Defendants.	:	MAY __, 2016

PROTECTIVE ORDER FOR MOTION TO DISQUALIFY COUNSEL

Defendants Beta Pharma, Inc. and Don Zhang ("Defendants") have filed a Motion to Disqualify Jonathan Katz, Esq. from representing Plaintiff in this case. Defendants contend that they had an attorney-client relationship with Attorney Lance Liu ("Liu") of the New Jersey bar, arising out of Liu's performance of legal services for Defendants between approximately July 2011 and approximately November 2012. Defendants contend that documents and/or information material to the Motion to Disqualify are protected by the attorney-client privilege, work product immunity, attorney-client confidentiality under Rule of Professional Conduct 1.6, and/or are otherwise confidential. Defendants wish to offer these documents and/or information as evidence with respect to the Motion to Disqualify, while otherwise preserving their claims of attorney-client privilege, work product immunity, attorney-client confidentiality under Rule of Professional Conduct 1.6, and confidentiality. Plaintiff may also wish to use documents and/or information which either Plaintiff or Defendants contend are protected by the attorney-client privilege, work product immunity, attorney-client confidentiality under Rule of Professional Conduct 1.6, and/or confidentiality. Accordingly, the Court orders as follows:

1. In litigating the Motion to Disqualify, any Party to the above-entitled action and any third party shall have the right to designate as "Confidential" any information, document, or thing or portion of any information, document or thing containing: (a) trade secrets, competitively sensitive technical, marketing, financial, sales or other confidential business information, including, but not limited to, internal business practices that would include trade secrets or confidential and/or proprietary information; (b) private or confidential personal information; or (c) information which the producing Party otherwise believes in good faith to be entitled to protection under Practice Book § 13-5 ("Confidential Material"). Any Party to the above-entitled action who produces, discloses, or seeks to file any Confidential Material, including without limitation, any information, document, thing, pleading, testimony, deposition transcript, exhibit and/or any other such so-designated materials shall mark the same with the foregoing or similar legend:

"CONFIDENTIAL" or "CONFIDENTIAL – SUBJECT TO SUPPLEMENTAL
PROTECTIVE ORDER DATED _____, 2016"

2. In litigating the Motion to Disqualify, any Party to the above-entitled action and any third party shall also have the right to designate as "Attorneys' Eyes Only" any information, document, or thing, or portion of any information, document or thing that contains:

- a. highly sensitive business or personal information, the disclosure of which is likely to cause significant harm to an individual or to the business or competitive position of the Designating Party;
- b. attorney-client privileged information;
- c. information protected by work product immunity; and/or

- d. information protected by attorney-client confidentiality under Rule of Professional Conduct 1.6 arising out of, or in connection with, a legal representation.

("Attorneys' Eyes Only Material"). Any Party to the above-entitled action or any third party in connection with this litigation who is covered by this Protective Order, who produces, discloses, or seeks to file any Attorneys' Eyes Only Material, including without limitation any information, document, thing, interrogatory answer, admission, pleading, or testimony deposition transcript, exhibit and/or any other such so-designated materials, shall mark the same with the foregoing or similar legend:

"ATTORNEYS' EYES ONLY" or "ATTORNEYS' EYES ONLY
– SUBJECT TO SUPPLEMENTAL PROTECTIVE ORDER DATED
_____, 2016"

3. All Confidential and/or Attorneys' Eyes Only Material produced shall be used by the Parties solely for purposes of litigating the Motion to Disqualify and any appeal of a decision on the Motion to Disqualify, subject to the terms of this Order. Such Material shall not be used by the Parties or their counsel for any business, commercial, competitive, personal or other purpose, shall not be used in the litigation for any purpose other than the Motion to Disqualify, and shall not be disclosed, except in accordance with the provisions of this Protective Order, unless and until the restrictions herein are removed either by written agreement of counsel for the Parties, or by Order of the Court.

4. Confidential Material may be disclosed only to the following individuals and/or entities under the following conditions:

- a. Outside counsel (herein defined as any attorney at the law firms representing the Parties in this action) and relevant in-house counsel for the Parties;
- b. Outside experts or consultants retained by Outside counsel for purposes of the Motion to Disqualify, provided they have signed an "Agreement To Be Bound By Protective Order" in the form attached hereto as Exhibit A, or as otherwise Ordered by the Court;
- c. Secretarial, paralegal, clerical, duplicating and data processing personnel of the foregoing;
- d. In connection with the Motion to Disqualify, the Court and court personnel, including, but not limited to, stenographers transcribing the testimony or argument at any hearing on the Motion to Disqualify;
- e. Any witness who provides testimony in connection with the Motion to Disqualify;
- f. Vendors retained by or for the Parties to assist in preparing for any hearing on the Motion to Disqualify, including, but not limited to, court reporters, litigation support personnel, individuals retained to prepare demonstrative and audiovisual aids for use in the courtroom, as well as their staff, stenographic, and clerical employees whose duties and responsibilities require access to such materials;
- g. The Parties. In the case of parties that are corporations or other business entities, "Party" shall mean directors, officers, partners and employees of the Parties, or any subsidiaries or affiliates thereof, as well as any and all

personnel who are, or may be, required to participate in decisions with reference to the above-entitled action; and

- h. Any other person and/or entity only upon Order of the Court or by the written consent of the Parties.

5. Material produced and/or marked as Attorneys' Eyes Only may only be disclosed to:

- a. Outside counsel for the Parties;
- b. secretarial, paralegal, clerical, duplicating, and data processing personnel of Outside counsel;
- c. Outside experts or consultants retained by Outside counsel for purposes of the Motion to Disqualify, provided they have signed an "Agreement To Be Bound By Protective Order" in the form attached hereto as Exhibit A, or as otherwise Ordered by the Court;
- d. Such other persons as counsel for the Parties agree in writing in advance of such disclosure, or as Ordered by the Court; and
- e. In connection with the Motion to Disqualify, the Court and court personnel, including, but not limited to, stenographers transcribing the testimony or argument at any hearing on the Motion to Disqualify.

6. A Party's designation of any document as Confidential or Attorneys' Eyes Only Material shall not of itself create any new privilege, or restore any privilege that has previously been waived by the Designating Party. Nor will the Designating Party claim that its disclosure of Confidential or Attorneys' Eyes Only Material pursuant to this Order gives rise to any new basis for disqualification of the Receiving Party's counsel or law

firm in this case, or in any other case in which Receiving Party's counsel or law firm are or may become adverse to the Designating Party or its affiliates, including specifically Guojian Xie v. Beta Pharma, et al. , Superior Court, Complex Litigation at Waterbury, Docket No. UWY-CV13-6025526S, Shao v. Beta Pharma, et al, United States District Court, District of Connecticut Civil No. 3:14-cv-01177-CSH, and Beta Pharma et al., v. Liu, Superior Court of New Jersey, Law Division, Mercer County, Docket No. L-2040-14. For the avoidance of doubt, nothing in this Order is intended to or shall in any way prohibit or limit any Party from seeking the disqualification of opposing counsel on grounds independent of the disclosure of information pursuant to this Order, including, but not limited to, grounds which arose prior to the entry of this Order and violations of this Order, and nothing in this Order is intended to or shall in any way impair the grounds for disqualification already asserted by any Party hereto.

7. The Designating Party will use reasonable care to avoid designating as Confidential or Attorneys' Eyes Only any document that does not need to be designated as such.

8. The Receiving Party may submit a request in writing to the Designating Party that the Confidential or Attorneys' Eyes Only designation be modified or withdrawn. If the Designating Party does not agree to the redesignation within ten days, the Receiving Party may apply to the Court for relief. Upon any such application, the burden shall be on the Designating Party to show why the designation is proper. Before serving a written challenge, the objecting party must attempt in good faith to meet and confer with the Designating Party in an effort to resolve the matter. The document shall

remain Confidential, Attorneys' Eyes Only, and/or sealed until the final determination of any challenge to its designation.

9. In the event that a Party believes that any testimony or argument from a hearing on the Motion to Disqualify contains Confidential or Attorneys' Eyes Only Material, such Party may designate such testimony or argument as Confidential or Attorneys' Eyes Only by: (i) stating orally on the record on the day the testimony or argument is given that portions of the testimony and/or argument are deemed Confidential or Attorneys' Eyes Only; or (ii) sending written notice to all Parties within ten days after receipt of the transcript setting forth the page and line numbers of the testimony and/or argument to be designated Confidential or Attorneys' Eyes Only, which period may be extended by agreement of the Parties. During these ten days, no such transcript shall be disclosed to any individuals or entities other than the individuals permitted access to Attorneys' Eyes Only Material under this Protective Order. Upon being informed that certain portions of a hearing are to be designated as Confidential or Attorneys' Eyes Only, all Parties shall immediately cause each copy of the transcript in their custody or control to be appropriately marked and limit disclosure of that transcript in accordance with the terms and provisions of this Protective Order. Until expiration of the ten day period, all testimony and argument on the Motion to Disqualify shall be deemed Attorneys' Eyes Only and treated as if so designated.

10. If the need arises during litigation of the Motion to Disqualify for any Party to disclose Confidential or Attorneys' Eyes Only Material to the Court, the Party may only do so under seal. The Party seeking to disclose such information must follow the provisions of Practice Book §§ 7-4B and 7-4C for filing a record under seal and lodging

a sealed record, submit the documents sought to be sealed to chambers for in camera consideration and serve on all counsel of record copies of the documents sought to be sealed and shall file a motion to seal, a memorandum and supporting documents. The motion to seal shall include a statement of the moving counsel that (1) he or she has inquired of opposing counsel and there is agreement or objection to the motion to seal, or that (2) despite diligent effort, he or she cannot ascertain opposing counsel's position.

11. To the extent consistent with applicable law, the inadvertent or unintentional disclosure of Confidential and/or Attorneys' Eyes Only Material that should have been designated as such, regardless of whether the information, document or thing was so designated at the time of disclosure, shall not be deemed a waiver in whole or in part, of a Party's claim of confidentiality, either as to the specific information, document or thing disclosed or as to any other material or information concerning the same or related subject matter. Such inadvertent or unintentional disclosure may be rectified by notifying in writing counsel for all Parties to whom the material was disclosed that the material should have been designated Confidential and/or Attorneys' Eyes Only within a reasonable time after disclosure. Such notice shall constitute a designation of the information, document or thing as Confidential and/or Attorneys' Eyes Only under this Protective Order.

12. If any Party in receipt of Confidential or Attorneys' Eyes Only Material is served with a subpoena, request for production of documents, or other similar legal process in another proceeding (including any proceeding before any other court, regulatory agency, law enforcement or administrative body) seeking such Confidential or Attorneys' Eyes Only Material, and that Party does not hold the privilege, immunity,

and/or right to confidentiality, that Party shall give prompt written notice to the Party holding such privilege, immunity, and/or right, through its undersigned counsel, sufficiently in advance of any disclosure to provide the Party holding such privilege, immunity, and/or right with a reasonable opportunity to assert any objection to the requested production. If the Party holding such privilege, immunity, and/or right objects to the production, that Party's Confidential or Attorneys' Eyes Only Material shall not be produced except (i) pursuant to an Order by the Court requiring compliance with the subpoena, request for production, or other legal process, or (ii) if such subpoena, request or legal process is of the kind where the obligation to produce in a timely manner cannot be excused or deferred by interposing a written objection. The Party holding such privilege, immunity, and/or right shall be solely responsible for asserting any objection to the requested production. Nothing herein shall be construed as requiring the recipient or anyone else covered by this Protective Order to challenge or appeal any such subpoena, request, legal process or order requiring production of Confidential or Attorneys' Eyes Only Material covered by this Protective Order, or to subject itself to any penalties for noncompliance with any such Order, or to seek any relief from this Court.

13. Any disclosure of information or materials that are protected by the attorney-client privilege or the work product doctrine in connection with the Motion to Disqualify shall not, for any purposes, be deemed a waiver of the attorney-client privilege or the work product doctrine in this or any other proceedings.

14. If a Party intends to rely upon any documents when litigating the Motion to Disqualify, the party must either:

- a. Comply with the sealing procedures referenced in Paragraph 10 above; or
- b. Disclose the documents to opposing counsel at least four (4) business days prior to filing the papers with the Court in connection with the Motion to Disqualify, so that the opposing Party may make an appropriate designation of the documents and file a Motion to Seal, if necessary.

15. This Protective Order is being entered without prejudice to the right of any Party to move the Court for modification or for relief from any of its terms.

16. This Protective Order shall survive the termination of this action and shall remain in full force and effect unless modified by an Order of this Court or by the written stipulation of the Parties filed with the Court.

17. Upon final conclusion of the Motion to Disqualify, each Party and its outside counsel and/or any other individual subject to the terms and provisions of this Protective Order shall be under an obligation to assemble and to return to the originating source all originals and marked and unmarked copies of documents and things containing Confidential and/or Attorneys' Eyes Only Material and to destroy, should such source so request, all copies of Confidential and/or Attorneys' Eyes Only Material that contain and/or constitute attorney work product as well as excerpts, summaries, notes and digests revealing Confidential and/or Attorneys' Eyes Only Material; provided, however, that counsel may retain complete copies of all transcripts and pleadings including any exhibits attached thereto for archival purposes, subject to the provisions of this Protective Order and Confidentiality Agreement. If a Party requests the return of Confidential and/or Attorneys' Eyes Only Material from the Court after the final conclusion of the Motion to Disqualify, including the exhaustion of all

appeals therefrom and all related proceedings, the Party shall file an appropriate motion seeking such relief.

18. A Party may de-designate any Confidential and/or Attorneys' Eyes Only Material that the Party, itself, has previously designated.

IT IS SO ORDERED.

(_____, J.)

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SUPERIOR COURT

J.D. OF NEW HAVEN
AT NEW HAVEN

AGREEMENT TO BE BOUND BY PROTECTIVE ORDER AND CONFIDENTIALITY
AGREEMENT

I, _____, being duly sworn, under the penalties of
perjury, state that:

1. My address is _____.
2. My present employer is _____ and the
address of my present employment is _____.
3. My present occupation or job description is _____
_____.
4. I hereby certify my understanding that certain Confidential or Attorneys'
Eyes Only Material is being provided to me pursuant to the terms and provisions of the
Protective Order and Confidentiality Agreement dated _____ in connection with the
above-entitled action.
5. I have carefully read and understood the provisions of the Protective
Order and Confidentiality Agreement in the above-entitled action, and I hereby agree

that I will comply with all terms and provisions of the Protective Order and Confidentiality Agreement.

6. I will hold in confidence and not disclose to anyone not so-designated under the terms and provisions of the Protective Order and Confidentiality Agreement Confidential or Attorneys' Eyes Only Material, or any words, summaries, abstracts, or indices of Confidential or Attorneys' Eyes Only Material disclosed to me.

7. I will limit use of Confidential or Attorneys' Eyes Only Material disclosed to me solely for purpose of the prosecution or defense of the Motion to Disqualify in the above-captioned action.

8. No later than the final conclusion of this litigation, I will return and/or certify that I have returned all Confidential or Attorneys' Eyes Only Material, and any non-privileged words, summaries, abstracts, and indices thereof, which have come into my possession, as well as any materials, documents, information and/or things which I have prepared relating thereto, to counsel for the Party for whom I was employed or retained.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: Signature: _____

Printed name: _____

Title and Company: _____

Address: _____